

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING		PAGE OF <b>1</b> <b>49</b>	
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. <b>DTFAAC-08-R-03430</b>		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)		5. DATE ISSUED <b>09/16/2008</b>	
						6. REQUISITION/PURCHASE NO. <b>AC-08-03430</b> (FAA Internal Use Only)	
7. ISSUED BY CODE FAA, AMQ Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 321 P.O. Box 25082 Oklahoma City, OK 73125-4931				8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-100) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard Oklahoma City, OK 73169-4933			
				P.O. Box 25082 Oklahoma City, OK 73125-4931			

<b>Firm Fixed-Price Contract</b>	<b>SOLICITATION</b>	<b>Lease of Cessna Citation Excel Aircraft for Hangar 6, Ronald Reagan Washington National Airport</b>
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9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in **Room 313, Multi-Purpose Building** until **3:00p.m.** local time **10/17/2008**  
(Hour) (Date)

**NOTE: If offers are hand-carried, additional time should be allowed to access the depository facility due to heightened security requirements.**

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >		A. NAME <b>Randall L. Bratcher</b> <a href="mailto:randall.bratcher@faa.gov">randall.bratcher@faa.gov</a>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(405) 954-8860</b>
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
				18. OFFER DATE	

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
24. ADMINISTERED BY (If other than Item 7)		CODE		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >	
FAA, AMQ Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932				ITEM	
25. PAYMENT WILL BE MADE BY		CODE		26. NAME OF CONTRACTING OFFICER (Type or print)	
FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304					
27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)				28. AWARD DATE	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Formerly SF-33

**PART I – SECTION A – (cont'd.)**  
**SCREENING INFORMATION REQUEST**

The Federal Aviation Administration (FAA) herewith solicits proposals through the use of this Screening Information Request (SIR) for the award of a lease-contract to provide two (2) Cessna Citation Excel Aircraft, Ronald Reagan Washington National Airport, Washington, DC.

One (1) firm fixed-price lease-contract resulting from this solicitation will be awarded.

This SIR consists of the following Parts/Sections:

Part I – Section A:	Solicitation/Contract Form (Solicitation, Offer and Award)
Part I – Section B:	Supplies or Services and Prices/Costs (Pricing Schedule)
Part I – Section C:	Description/Specifications/Work Statement
Part I – Section D:	Packaging and Marking
Part I – Section E:	Inspection and Acceptance
Part I – Section F:	Deliveries or Performance
Part I – Section G:	Contract Administration Data
Part I – Section H:	Special Contract Requirements
Part II – Section I:	Contract Clauses
Part III – Section J:	List of Attachments*
Part IV – Section K:	Representations, Certifications and Other Statements of Offerors
Part IV – Section L:	Instructions, Conditions, and Notices to Offerors
Part IV – Section M:	Evaluation Factors for Award

\*Attachments located after end of Section M.

**PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**MULTIPLE-YEAR CONTRACT PRICING SCHEDULE**

The contractor shall furnish all aircraft, maintenance, and personnel that meets or exceeds the specifications defined in the Statement of Work (SOW). The aircraft shall be dry-leased without pilots for the exclusive use of the FAA and shall be maintained by the contractor in accordance with the SOW and the terms and conditions herewith. Pricing shall be based upon the exclusive lease of two (2) 2003 or newer Cessna Citation Excel aircraft for a base year period and four (4) option year periods. Pricing for each aircraft shall be based on a guaranteed minimum of 450 Time In Service (TIS) hours per year per aircraft.

**PRICING SCHEDULE - BASE YEAR**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
0001	<b>Aircraft 1 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
0002	<b>Aircraft 1 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
0003	<b>Aircraft 1 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
0004	<b>Aircraft 1 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
0005	<b>Aircraft 2 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
0006	<b>Aircraft 2 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
0007	<b>Aircraft 2 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
0008	<b>Aircraft 2 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD

**PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

***MULTIPLE-YEAR CONTRACT PRICING SCHEDULE***

**PRICING SCHEDULE - OPTION YEAR 1**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
1001	<b>Aircraft 1 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
1002	<b>Aircraft 1 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
1003	<b>Aircraft 1 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
1004	<b>Aircraft 1 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
1005	<b>Aircraft 2 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
1006	<b>Aircraft 2 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
1007	<b>Aircraft 2 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
1008	<b>Aircraft 2 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD

**PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**MULTIPLE-YEAR CONTRACT PRICING SCHEDULE**

**PRICING SCHEDULE - OPTION YEAR 2**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
2001	<b>Aircraft 1 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
2002	<b>Aircraft 1 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
2003	<b>Aircraft 1 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
2004	<b>Aircraft 1 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
2005	<b>Aircraft 2 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
2006	<b>Aircraft 2 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
2007	<b>Aircraft 2 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
2008	<b>Aircraft 2 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD

**PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**MULTIPLE-YEAR CONTRACT PRICING SCHEDULE**

**PRICING SCHEDULE - OPTION YEAR 3**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
3001	<b>Aircraft 1 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
3002	<b>Aircraft 1 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
3003	<b>Aircraft 1 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
3004	<b>Aircraft 1 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
3005	<b>Aircraft 2 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
3006	<b>Aircraft 2 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
3007	<b>Aircraft 2 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
3008	<b>Aircraft 2 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD

**PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**MULTIPLE-YEAR CONTRACT PRICING SCHEDULE**

**PRICING SCHEDULE - OPTION YEAR 4**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
4001	<b>Aircraft 1 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
4002	<b>Aircraft 1 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
4003	<b>Aircraft 1 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
4004	<b>Aircraft 1 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
4005	<b>Aircraft 2 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
4006	<b>Aircraft 2 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
4007	<b>Aircraft 2 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
4008	<b>Aircraft 2 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD

**PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**MULTI-YEAR CONTRACT PRICING SCHEDULE**

The contractor shall furnish all aircraft, maintenance, and personnel that meets or exceeds the specifications defined in the Statement of Work (SOW). The aircraft shall be dry-leased without pilots for the exclusive use of the FAA and shall be maintained by the contractor in accordance with the SOW and the terms and conditions herewith. Pricing shall be based upon the exclusive lease of two (2) 2003 or newer Cessna Citation Excel aircraft for up to a five-year period. Pricing for each aircraft shall be based on a guaranteed minimum of 450 Time In Service (TIS) hours per year per aircraft.

Pricing for lease cancellation ceiling amounts shall be based on reimbursement to the contractor of un-recovered costs should the Government cancel the lease in year period(s) 2 through 5. See Clause H.2.

**PRICING SCHEDULE - YEAR 1**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
1001	<b>Aircraft 1 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
1002	<b>Aircraft 1 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
1003	<b>Aircraft 1 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
1004	<b>Aircraft 1 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
1005	<b>Aircraft 2 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
1006	<b>Aircraft 2 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
1007	<b>Aircraft 2 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
1008	<b>Aircraft 2 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD



**PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**MULTI-YEAR CONTRACT PRICING SCHEDULE**

**PRICING SCHEDULE - YEAR 2**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
2001	<b>Aircraft 1 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
2002	<b>Aircraft 1 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
2003	<b>Aircraft 1 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
2004	<b>Aircraft 1 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
2005	<b>Aircraft 1 - Lease Cancellation Ceiling</b> (IAW Clause H.2)	XX	Lump Sum	\$ _____ XXX	\$ _____
2006	<b>Aircraft 2 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
2007	<b>Aircraft 2 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
2008	<b>Aircraft 2 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
2009	<b>Aircraft 2 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
2010	<b>Aircraft 2 - Lease Cancellation Ceiling</b> (IAW Clause H.2)	XX	Lump Sum	\$ _____ XXX	\$ _____

**PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**MULTI-YEAR CONTRACT PRICING SCHEDULE**

**PRICING SCHEDULE - YEAR 3**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
3001	<b>Aircraft 1 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
3002	<b>Aircraft 1 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
3003	<b>Aircraft 1 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
3004	<b>Aircraft 1 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
3005	<b>Aircraft 1 - Lease Cancellation Ceiling</b> (IAW Clause H.2)	XX	Lump Sum	\$ _____ XXX	\$ _____
3006	<b>Aircraft 2 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
3007	<b>Aircraft 2 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
3008	<b>Aircraft 2 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
3009	<b>Aircraft 2 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
3010	<b>Aircraft 2 - Lease Cancellation Ceiling</b> (IAW Clause H.2)	XX	Lump Sum	\$ _____ XXX	\$ _____

**PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**MULTI-YEAR CONTRACT PRICING SCHEDULE**

**PRICING SCHEDULE - YEAR 4**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
4001	<b>Aircraft 1 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
4002	<b>Aircraft 1 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
4003	<b>Aircraft 1 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
4004	<b>Aircraft 1 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
4005	<b>Aircraft 1 - Lease Cancellation Ceiling</b> (IAW Clause H.2)	XX	Lump Sum	\$ _____ XXX	\$ _____
4006	<b>Aircraft 2 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
4007	<b>Aircraft 2 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
4008	<b>Aircraft 2 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
4009	<b>Aircraft 2 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
4010	<b>Aircraft 2 - Lease Cancellation Ceiling</b> (IAW Clause H.2)	XX	Lump Sum	\$ _____ XXX	\$ _____

**PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**MULTI-YEAR CONTRACT PRICING SCHEDULE**

**PRICING SCHEDULE - YEAR 5**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
5001	<b>Aircraft 1 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
5002	<b>Aircraft 1 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
5003	<b>Aircraft 1 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
5004	<b>Aircraft 1 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
5005	<b>Aircraft 1 - Lease Cancellation Ceiling</b> (IAW Clause H.2)	XX	Lump Sum	\$ _____ XXX	\$ _____
5006	<b>Aircraft 2 - Monthly Lease and Maintenance</b> (Based on 450 TIS hours guaranteed minimum)	12	Month	\$ _____	\$ _____
5007	<b>Aircraft 2 - Additional TIS, Hourly Rate</b> (Hourly TIS rate above guaranteed minimum)	XX	Hours	\$ _____	\$ _____ TBD
5008	<b>Aircraft 2 - FAA Projects and Repairs</b> (Hourly labor rate for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Hours	\$ _____	\$ _____ TBD
5009	<b>Aircraft 2 - FAA Projects and Repairs</b> (Parts and associated costs for FAA-requested modifications and FAA-responsibility repairs IAW Clause H.3)	XX	Each	\$ _____ XXX	\$ _____ TBD
5010	<b>Aircraft 2 - Lease Cancellation Ceiling</b> (IAW Clause H.2)	XX	Lump Sum	\$ _____ XXX	\$ _____

## **PART I – SECTION C – DESCRIPTION / SPECIFICATIONS**

### **C.1 SCOPE OF WORK**

(a) The contractor shall furnish two (2) Cessna Citation Excel aircraft to be based and operated out of the Federal Aviation Administration's (FAA) Hangar 6, Ronald Reagan Washington National Airport, Washington, DC, in accordance with the attached Statement of Work Statement (SOW) and in accordance with the terms, conditions, and provisions set forth herein. These aircraft shall be used to fulfill the mission of the FAA's Washington Flight Program and to support the missions of the Department of Transportation, the FAA, and the Federal Government. The Contractor shall assume responsibility for all of the services described and required in the lease-contract. The Contractor shall be paid for services performed in accordance with Part I – Section B, Supplies or Services and Price/Cost.

(b) The complete SOW is attached to this Screening Information Request (SIR) and is identified in Part III – Section J, List of Attachments.

(c) Offeror's Schedule B submitted for award consideration shall not include any proprietary markings. Such markings, if not removed, may eliminate the offeror from further competition.

### **C.2 Emergency Situations and Exercises during Contract Performance (SEP 2001)**

**CLA.4548**

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

#### **3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**PART I – SECTION D – PACKAGING AND MARKING**

**D.1            PRESERVATION, PACKAGING, PACKING, AND MARKING (JAN 1997)**

**CLA.2110**

Preservation, packaging, and packing shall be in accordance with the industry's standard commercial practices to protect from contamination and damage. The outside of the shipping container shall be marked with the applicable contract number and delivery order number.

## **PART I – SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)**

CLA.1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Services--Both Fixed-Price & Cost Reimbursement" (AMS 3.10.4-4).

### **E.2 INSPECTION**

The Contracting Officer or his authorized representative, may at all reasonable times, inspect or otherwise evaluate the work being performed under this contract and the premises on which it is being performed. If any inspection or evaluation is made on the premises of the Contractor or his Subcontractor, the Contractor shall provide and shall require his Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized Government representatives in the performance of their inspection or evaluation duties. All inspections and evaluations shall be performed in such a manner as to not unduly delay the work.

### **E.3 INSPECTION AND ACCEPTANCE**

(a) In addition to meeting the requirement of the Federal Aviation Regulation (FAR), the contractor shall perform inspections and tests of the aircraft and all installed equipment, components, accessories, and systems as necessary to assure conformance with all requirements of the contract. The aircraft shall be subject to both factory inspection and flight tests to determine technical conformity to the specifications and satisfactory operation of all systems prior to delivery to the FAA.

(b) After contract award and delivery of the aircraft but prior to final acceptance, the FAA will perform inspections including ground tests and flight tests of each aircraft to ensure that the aircraft and installed equipment, components, accessories, and systems are in conformance with all requirements of the contract. Flight tests shall be conducted at the contractor's expense, and a contractor representative shall be made available to observe all FAA tests.

(c) Any discrepancies identified during FAA inspection or testing shall be corrected by the contractor prior to final acceptance by the FAA. Discrepancies corrected by the contractor shall be re-inspected and tested prior to final acceptance. Following satisfactory completion of the inspection and testing, the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) will make final acceptance of the aircraft.

(d) Final inspection and acceptance shall be at the destination: Hangar 6, Ronald Reagan Washington National Airport, Washington, DC. Final acceptance shall be made in writing by the CO.

(e) FAA, other Federal Government, and contract personnel authorized to pilot the aircraft provided under this contract shall possess the appropriate pilot rating required for the model aircraft being furnished and shall hold a current medical certificate. The contractor shall have the right to inspect such ratings and certificates and conduct a flight check, at the contractor's expense, before releasing the aircraft to the FAA. If the contractor believes at any time that FAA, other Federal Government, or contract personnel authorized to pilot the aircraft are not qualified to operate the aircraft provided under this contract, the contractor shall immediately notify the CO or COTR to restrict said personnel from operation of the aircraft.

**NOTICE:** The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1-1.

**3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement (April 1996)**

**3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)**

**PART I – SECTION F – DELIVERIES OR PERFORMANCE**

**F.1 CONTRACT PERIOD (JAN 1997)**

**CLA.1604**

The effective period of this contract is 1 year from the date of contract award or as extended by the exercise of any option included herein.

**F.2 LOCATION OF DELIVERY, INSPECTION AND PERFORMANCE**

The aircraft and all other deliverables shall be made to the COTR at the following locations:

Federal Aviation Administration  
Hangar 6  
Ronald Reagan Washington National Airport  
Washington, DC 20001

OR

At licensed repair facilities as authorized under the terms and conditions of this contract.

**NOTICE:** The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1-1.

**3.10.1-9 Stop-Work Order (October 1996)**

**3.10.1-11 Government Delay of Work (April 1996)**

**3.10.1-24 Notice of Delay (November 1997)**

**3.11-34 F.O.B. Destination (April 1999)**



## **PART I – SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 OPTION TO EXTEND SERVICES (JAN 1997)**

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

### **G.2 INVOICING PROCEDURES - GENERAL (JAN 2002)**

CLA.0135R

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

(2) Two copies to:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-340)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) One copy to:

FAA, Hangar 6  
Director of Maintenance (ARC-60)  
Ronald Reagan Washington National Airport  
Washington, DC 20001

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.
- (4) Lease reduction costs for maintenance work performed by the FAA.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

### **G.3 CORRESPONDENCE PROCEDURES**

(a) To promote timely and effective administration, correspondence submitted under this contract (except for invoices and reports) shall be subject to the following procedures:

(1) Correspondence Preparation. All correspondence shall contain a subject line commencing with the contract number.

(2) Technical Correspondence of a routine nature shall be addressed to the designated COTR with an information copy of the correspondence sent to the CO.

(3) Other correspondence, including technical correspondence where patent or technical data issues (if any) are involved, or correspondence which proposes or otherwise involves waivers, deviations, or modifications to the contract requirements, terms and conditions, etc., shall be addressed to the CO with an information copy of the correspondences sent to the COTR.

(b) Invoices shall be submitted in accordance with Clause CLA.0135.

(c) All correspondence regarding contract administration shall be addressed in accordance with this clause unless otherwise directed by the CO.

#### **G.4 FAA CONTRACTING OFFICER'S (CO) AUTHORITY**

(a) The FAA CO assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms and conditions of the contract and safeguarding the interests of the United States in its contractual relationships. In this regard, the CO is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the CO is that only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, this authority remains solely with the CO.

(b) It is the responsibility of the contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Work not ordered by the CO and/or work outside the scope of the contract shall not be reimbursed by the Government.

(c) The contractor shall immediately notify the CO for clarification when a question arises regarding the authority of any person to act for the CO under the contract.

#### **G.5 OBSERVANCE OF LEGAL HOLIDAYS AND GOVERNMENT SHUTDOWNS**

(a) The contractor shall normally not be required to work on Federally-observed holidays. The following is a list of Federal holidays:

- (1) New Year's Day (January 1)
- (2) Martin Luther King's Birthday (3<sup>rd</sup> Monday in January)
- (3) President's Day (3<sup>rd</sup> Monday in February)
- (4) Memorial Day (Last Monday in May)
- (5) Independence Day (July 4)
- (6) Labor Day (1<sup>st</sup> Monday in September)
- (7) Columbus Day (2<sup>nd</sup> Monday in October)
- (8) Veteran's Day (November 11)
- (9) Thanksgiving Day (4<sup>th</sup> Thursday in November)
- (10) Christmas Day (December 25)
- (11) Any other day designated by Federal statute, executive order, or presidential proclamation.

(b) Adverse weather conditions or national emergencies may require Hangar 6 to close and cease operations.

**NOTICE:** The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part I – Section C, Clause 3.1-1.

#### **3.10.1-22 Contracting Officer's Technical Representative (July 1996)**

## **PART I – SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CERTIFICATION OF AIRCRAFT IDENTIFICATION**

(a) The offeror represents that the following aircraft will be furnished to meet the requirements of this SIR and resulting contract:

Aircraft 1:

Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Aircraft Registration No.: \_\_\_\_\_  
Aircraft Serial No.: \_\_\_\_\_  
Manufacture Date: \_\_\_\_\_  
Total Time of Each Engine: No.: 1: \_\_\_\_\_ No. 2: \_\_\_\_\_  
Aircraft Total Landings (ACTL): \_\_\_\_\_  
Aircraft Total Time (ACTT): \_\_\_\_\_

Aircraft 2:

Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Aircraft Registration No.: \_\_\_\_\_  
Aircraft Serial No.: \_\_\_\_\_  
Manufacture Date: \_\_\_\_\_  
Total Time of Each Engine: No.: 1: \_\_\_\_\_ No. 2: \_\_\_\_\_  
Aircraft Total Landings (ACTL): \_\_\_\_\_  
Aircraft Total Time (ACTT): \_\_\_\_\_

(b) The offeror further represents:

☐ That he is the owner of the above aircraft which is duly registered with the FAA in the offeror's name;

OR

☐ That he does not own the above aircraft but holds lease rights to it and has the right thereunder to sublease the aircraft to the FAA (The offeror shall furnish a copy of the lease to the CO upon request.);

OR

☐ That he does not own the above aircraft but will purchase the aircraft from \_\_\_\_\_ for performance under this contract.

### **H.2 LEASE CANCELLATION COSTS**

(a) In the event that the Government cancels this lease in any year period prior to the end of Option Year 5, or in the event that the Government elects to allow the contract to expire in any year period without exercising the next or remaining option year period(s), the contractor shall be reimbursed for un-recovered costs the amount of the Contract Line Item (CLIN) identified as "Lease Cancellation" on the Pricing Schedule in Section B for the applicable year of the contract.

(b) The applicable amount to be reimbursed to the contractor shall be based on the current contract lease year period in which the lease is cancelled or expires.

### **H.3 FAA PROJECT AND REPAIRS**

(a) CLINs identified as "FAA Project and Repairs" on the Pricing Schedule in Section B are not defined in the SOW. These CLINs shall be used for funding labor and material costs to cover projects that the FAA elects to complete and pay for outside the terms of the lease defined elsewhere in the contract. Such projects may include modifications to the aircraft that are not defined in the SOW. These CLINs shall also be used for funding labor and material costs to cover repairs to the aircraft that

are the responsibility of the FAA and are outside of the maintenance terms of the lease defined elsewhere in the contract. Such repairs may be as the result of damage to the aircraft caused by accident or negligence on the part of the FAA.

(b) These CLINs shall not be used for the purpose of remuneration to the contractor for loss of or damage beyond repair of the aircraft, as the Government assumes no liability for loss of or irreparable damage to the aircraft.

(c) Labor hours and materials under these CLINs shall be authorized by the CO through the issuance of a Not-to-Exceed contract modification to the contract to allow the contractor to commence the required performance. Negotiations shall commence and be completed no later than the time when 40% of the work is completed. Upon completion of the negotiations, the CO shall issue a definitized contract modification to authorize payment to the contractor.

(d) Labor hours under these CLINs shall be negotiated specifically for the effort required and based upon the contractor's priced hourly rate in the CLIN for the applicable year period of the contract.

(e) Materials (parts and associated direct costs) under these CLINs shall be negotiated specifically for the requirement and priced solely on a basis of reimbursement of actual costs to the contractor.

#### H.4 PILOT QUALIFICATION

FAA, other Federal Government, and contract personnel authorized to pilot the aircraft provided under this contract shall possess the appropriate pilot rating required for the model aircraft being furnished and shall hold a current medical certificate. The contractor shall have the right to inspect such ratings and certificates and conduct a flight check, at the contractor's expense, before releasing the aircraft to the FAA. If the contractor believes at any time that FAA, other Federal Government, or contract personnel authorized to pilot the aircraft are not qualified to operate the aircraft provided under this contract, the contractor shall immediately notify the CO or COTR to restrict said personnel from operation of the aircraft.

#### H.5 SECURITY – CONTRACTOR'S PERSONNEL SHALL BE ACCOMPANIED AT ALL TIMES

(a) Definitions.

(1) Access. In general, the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials, or resources. In relation to classified information, the ability, authority, or opportunity to obtain knowledge of such information, materials, or resources.

(2) Classified Information. Official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified Information.

(3) Contractor Employee as Used for Personnel Security. Any person employed as or by a contractor, subcontractor, or consultant in support of the FAA.

(4) FAA Facility as it Applies to Personnel Security. Any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location, form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office. A FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources. FAA resources includes a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information. Any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(b) Under this contract, the contractor shall not have access to FAA Sensitive Information, Classified Information, or Resources. In addition, the contractor shall not have access to any FAA Facility without being accompanied by FAA personnel at all times.

#### H.6 QUALIFICATIONS OF EMPLOYEES

The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor shall take appropriate action, including removal of such employee(s) from working on this FAA contract, at their own expense. The contractor agrees to insert terms in all subcontracts under this contract that conform substantially to the language of this clause.

**H.7 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

**H.8 Notice of Contractor Testimony (September 2006) CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

**H.9 Personnel and Supervision (OCTOBER 2006) CLA.4556**

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**H.10 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

## **PART II – SECTION I – CONTRACT CLAUSES**

### **I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT**

(a) The contractor shall save and hold harmless and indemnify the Government, its officers and employees against any and all liability, claims, demands, losses, suits and judgments (including all costs and expenses incident thereto) and costs of whatsoever kind and nature which may be suffered by, accrue against, be charged to, or recoverable from the Government, its officers and employees by reason of injury to or death of any person or persons other than officers, agents, or employees of the Government or by reason of damage to property of others of whatsoever kind (other than the property of the Government, its officers, agents or employees) occurring in connection with or in any way incident to or arising out of the operation, storage, transportation, or maintenance of the aircraft, or other performance of work in connection with or under the terms of this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

(b) **Government Liability.** The Government shall not be liable for any loss, damage, destruction, or injury to the contractor's property unless such loss, injury, destruction, or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claim Act, or pursuant to other Federal Statutory Authority.

(c) **Government's Right of Recovery.** Nothing in the clauses, terms, and conditions of this contract shall be considered to preclude the Government from receiving the benefits of any insurance the contractor may carry which provides for the indemnification of any loss or destruction of, or damage to property in the custody and care of the contractor, where such loss, destruction, or damage is to Government property. The contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

### **I.2 AVIATION INSURANCE COVERAGE**

Since the FAA will be self insuring for this aircraft lease acquisition and the FAA will not indemnify the lessor (contractor) in any way, the contractors may choose to purchase insurance, such as but not limited to Hull Insurance, War Risk Insurance, and Foreign Object Damage Insurance, in sufficient amounts to mitigate the risk that they will incur as the lessor. If insurance is included in the fixed price of the aircraft leases, the lessor (contractor) will provide in their proposal the name of the insurance company, the amounts of insurance coverage, the deductible amounts, and the types of insurance coverage included. This information will not be released by the FAA. If any of these or other types of insurance are purchased, the Government's liability under the Federal Torts Claim Act for damage of insured items shall be limited to the value of the deductible under that insurance policy.

### **I.3 LIABILITY INSURANCE (JAN 1997)**

**CLA.3212R**

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Washington DC workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

Contracting Officer (AMQ-310)  
Mike Monroney Aeronautical Center  
P. O. Box 25082  
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

### 3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

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Authorized Representative

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Company Name

---

Date

(End of clause)

### **3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

### **3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)**

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

### **3.3.1-33 Central Contractor Registration (April 2006)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number



- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

### **3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either

(i) Accept payment by check or some other mutually agreeable method of payment; or  
(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for:

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

### 3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing

resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

(End of Clause)

### 3.6.3-3 Hazardous Material Identification and Material Safety Data (April 1996)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None) \_\_\_\_\_  
Identification No. \_\_\_\_\_

(c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material;

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of clause)

### **3.8.2-22 Substitution or Addition of Personnel (October 2006)**

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first thirty (30) days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least fourteen (14) days (if a security clearance must be obtained, at least [not applicable] days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

### **3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by

the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: [CO to insert mailing address]. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

**NOTICE:** The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1-1.

**3.1.8-1 Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (September 2000)**

**3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)**

**3.2.2.3-33 Order of Precedence (July 2004)**

**3.2.2.3-75 Requests for Contract Information (July 2004)**

**3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**

**3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**

**3.2.2.8-1 Material Requirement (October 2007)**

**3.2.4-34 Option to Extend Services (April 1996)**

**3.2.5-1 Officials Not to Benefit (April 1996)**

**3.2.5-3 Gratuities or Gifts (January 1999)**

**3.2.5-4 Contingent Fees (October 1996)**

**3.2.5-5 Anti-Kickback Procedures (October 1996)**

3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)  
3.2.5-6/alt1 Restrictions on Subcontractor Sales to the FAA Alternate I (April 1996)  
3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)  
3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)  
3.3.1-1 Payments (April 1996)  
3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)  
3.3.1-6 Discounts for Prompt Payment (April 1996)  
3.3.1-8 Extras (April 1996)  
3.3.1-9 Interest (January 2008)  
3.3.1-15 Assignment of Claims (April 1996)  
3.3.1-17 Prompt Payment (January 2003)  
3.3.2-1 FAA Cost Principles (October 1996)  
3.4.1-12 Insurance (July 1996)  
3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)  
3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)  
3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)  
3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (April 2007)  
3.6.1-6 Liquidated Damages--Subcontracting Plan (September 2001)  
3.6.2-2 Convict Labor (April 1996)  
3.6.2-9 Equal Opportunity (August 1998)  
3.6.2-10 Equal Opportunity Preaward Clearance of Subcontracts (November 1997)  
3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)  
3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)  
3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)  
3.6.2-16 Notice to the Government of Labor Disputes (April 1996)  
3.6.2-35 Prevention of Sexual Harassment (August 1998)  
3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)  
3.6.2-39 Trafficking in Persons (January 2008)  
3.6.3-2 Clean Air and Clean Water (April 1996)  
3.6.3-11 Toxic Chemical Release Reporting (April 2008)  
3.6.3-16 Drug Free Workplace (January 2004)  
3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)  
3.6.5-1 Utilization of Indian Organizations and Indian Owned Economic Enterprises (January 1999)  
3.8.2-10 Protection of Government buildings, Equipment, and Vegetation (April 1996)  
3.9.1-1 Contract Disputes (November 2002)  
3.9.1-2 Protest After Award (August 1997)  
3.10.1-7 Bankruptcy (April 1996)  
3.10.1-12 Changes--Fixed-Price (April 1996)  
3.10.1-12/alt2 Changes--Fixed-Price Alternate II (April 1996)  
3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)  
3.10.1-25 Novation and Change-Of-Name Agreements (January 2003)  
3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)  
3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)  
3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)  
3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)  
3.13-5 Seat Belt Use by Contractor Employees (January 1999)  
3.13-11 Plain Language (July 2006)  
3.14-3 Foreign Nationals as Contractor Employees (July 2006)

**PART III – SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

<b><u>ATTACHMENT</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>	<b><u>NO. OF PAGES</u></b>
1	Statement of Work	06/24/08	13
2	Aircraft Paint Schematic	06/13/03	1

## **PART IV – SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFP (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

### **BUSINESS DECLARATION**

1. Name of Firm: \_\_\_\_\_

2. Address of Firm: \_\_\_\_\_  
\_\_\_\_\_

3. a. Telephone No. of Firm: \_\_\_\_\_ b. Facsimile No. of Firm: \_\_\_\_\_

4. a. Name of Person Making Declaration: \_\_\_\_\_

b. Telephone No. of Person Making Declaration: \_\_\_\_\_

c. Position Held in the Company: \_\_\_\_\_

5. Controlling Interest in Company: ("X" all appropriate boxes)

☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian American

☐ Female Non-Minority ☐ Male Non-Minority ☐ Female ☐ Male

☐ 8(a) Certified (Certification letter attached) ☐ Other (Specify) \_\_\_\_\_

6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

☐ Yes ☐ No (If No, provide the name and telephone number of the person who has this authority.)  
\_\_\_\_\_

7. Nature of Business (Specify all major services/products and NAICS codes.) \_\_\_\_\_

8. a. Years the firm has been in business: \_\_\_\_\_ b. No. of Employees: \_\_\_\_\_

9. Type of Ownership: ☐ Sole Ownership ☐ Partnership ☐ Other (Explain) \_\_\_\_\_

10. Gross receipts of the firm for the last three years: (a) Year Ending: \_\_\_\_\_ Gross Receipts: \$ \_\_\_\_\_

(b) Year Ending: \_\_\_\_\_ Gross Receipts: \$ \_\_\_\_\_ (c) Year Ending: \_\_\_\_\_ Gross Receipts: \$ \_\_\_\_\_

11. Tax Identification Number (TIN)/Employer Identification Number (EIN)/Social Security Number (SSN),

and Data Universal Numbering System (DUNS): \_\_\_\_\_

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

12. Is the firm a small business? ☐ Yes ☐ No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO  
CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_



**K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)**

**CLA.0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 336411.
- (2) The small business size standard is 1,500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than

on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999)**

**CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)**

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

- (1) The acceptance period stated in paragraph (c) of this provision; or
- (2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

**3.2.2.3-10 Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_. (country)

(End of provision)

**3.2.2.3-15 Authorized Negotiators (July 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone number: \_\_\_\_\_

(End of provision)

### 3.2.2.3-23 Place of Performance (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance:

Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner:

(End of provision)

### 3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other—State basis. \_\_\_\_\_

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

[ ] Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### 3.2.2.3-76 Representation- Release of Contract Information (July 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)[ ] You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)[ ] You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that [ ] your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)[ ] You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[ ] As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

[End of Provision]

### 3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### 3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### 3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that—(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

### 3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

### 3.8.2-18 Certification of Data (October 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement

action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

### 3.6.3-10 Certification of Toxic Chemical Release Reporting (July 2008)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; ; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

\_\_\_(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

\_\_\_(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

**NOTICE:** The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1-1.

**3.6.2-5 Certification of Nonsegregated Facilities (April 1996)**

**3.6.3-1 Clean Air and Water Certification (April 2000)**

## **PART IV – SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**

### **L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS**

- (a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.
- (b) The procurement process will involve the evaluation of technical proposals, and cost/price proposals. Evaluations involved will permit the FAA to select an offer through the use of a trade-offs process whose proposal is determined to be an overall best value to the FAA as set forth in M.4.3.
- (c) Specific attention is invited to AMS Policy paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors should therefore submit their best technical and pricing proposals in the initial proposal. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.
- (d) This SIR contains two (2) Pricing Schedules. One Pricing Schedule is a Multiple-Year Contract Schedule (base year and four (4) option years), and one Pricing Schedule is a Multi-Year Contract Schedule (five-year period). This SIR also contains provisions and clauses that are specific to each type of contract. The Government will evaluate both pricing schedules in the Cost/Price/Business Proposal evaluation process. Upon selection of the successful offeror's proposal based on the proposal evaluation and selection criteria set forth in this SIR, the appropriate contract clauses that are applicable to the contract type (multi-year or multiple-year) will be incorporated into the contract award document.

### **L.2 SUBMISSION OF OFFERS**

- (a) Sealed offers in original format and three (3) copies thereof for furnishing the supplies or services in the Schedule will be received at the depository located in Room 313, Multi-Purpose Building, until 3:00 p.m. local time, 17 October 2008, as specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award).
- (b) CAUTION – Late Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offers are subject to all terms and conditions set forth and contained in this solicitation. Electronic submissions are not acceptable. The original and three (3) copies of the proposals must be received by the due date and time specified.

NOTE: Offerors are advised that any and all cost incurred in the preparation and/or submission of a proposal in response to this solicitation or its resultant task order is at the risk of the contractor. The FAA shall not reimburse contractors for any costs incurred in the course of proposal preparation.

### **L.3 INSTRUCTIONS FOR PREPARATION OF PROPOSALS**

- (a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the format outlined below.
- (b) Proposals submitted in response to this SIR/RFO shall be formatted in accordance with the instructions provided in this section.
- (c) The Offeror's proposals must be received by the Government by the date specified in L.3 (a) above. Questions regarding this SIR/RFO must be submitted, in writing, via e-mail NOT LESS THAN 10 days from the due date for proposals.
- (d) Common items for each volume is:
- (1) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
  - (2) Volumes shall be marked 'Procurement Sensitive.' A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competitive sensitive.
  - (3) All volumes shall be submitted to the Contracting Officer not later than the proposal due date.

(4) Formatting shall allow proposal to be printed on standard 8 ½ x 11 paper, minimum 1 inch margins, left, right, top, and bottom, with text font size no less than 10. Printing may be single-sided or double-sided (front/back).

(5) All volumes shall contain separate sections for the offeror's responses to each evaluation factor and each proposal submittal requirement, and each section shall be tabbed for ease of reference.

**Table 1. Proposal Organization**

**Volume I – Technical Proposal**

- Original
- Three (3) copies

**Volume II – Cost/Price/Business Proposal**

- Original (signed)
- Three (3) copies

**Subcontracting Plan (if applicable)**

- Original

**Note: No reference shall be made to prices/costs in Volume I.**

(e) Technical Proposal – Volume I. Technical Proposals shall be submitted as separate and complete sections and tabbed separately for each of the Technical Evaluation Factors outlined in Section M. The Technical Proposal shall not include prices/costs or any pricing information.

(1) The Technical Proposal must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed services meet the requirements of the Government and that the offered approach is valid and practical. The Technical Proposal must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for, and the technical problems inherent in, providing services of the scope outlined in the Statement of Work (SOW). Clear evidence of services previously demonstrated and currently in place relating to the factors should be included in each evaluation area.

(2) Statements that the offeror understands, can, or will comply with all statements in the SOW and statements paraphrasing the SOW requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc., will be considered insufficient.

(3) Content is more important than quantity. Although the Technical Proposal is not page limited, unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offeror's lack of cost consciousness. **To expedite review of the proposals, the proposal responses for each evaluation factor shall be provided in a separate section and the section shall be tabbed for ease of reference.**

(4) Technical Proposals shall focus on demonstrating your expertise, experience, and capabilities as they relate to meeting the functional requirements of the statement of work. It must also address your Past Performance on similar requirements as described elsewhere in this provision. Your proposal should address:

- How you would meet requirements of the solicitation's SOW;
- The degree of technical expertise proposed which relates to and/or addresses the type of knowledge, skills and abilities associated with tasks and activities found in the statement of work, recent related experience, activities, and qualifications;
- The qualifications that the proposed personnel provide; and,
- Depth of the your proposed personnel, including experience and resumes. Resumes for **key personnel** shall include the following:

- i. Name of required person;
- ii. Proposed Labor Category;
- iii. Role/Responsibility;
- iv. Education (in reverse chronological order with attendance dates, degree(s)/certification(s) received, major field(s) of study); and,
- v. Relevant experience (in reverse chronological order with employer and title of position, starting and ending dates [month/year] and a concise description of experience related to the requirements of their proposed position).



(f) Contract Documentation and Cost/Price/Business Proposal – Volume II. This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete Section A (Solicitation, Offer and Award), blocks 12 through 18; Section B (Supplies or Services and Prices/Costs); any fill-in clauses from Section C through I; and, Section K (Representations and Certifications, and Business Declaration Form). Completion of these documents indicates that the offeror has read and agrees to the entirety of the terms and conditions contained in the SIR/RFO.

(1) Section B consists of two (2) Pricing Schedules. One Pricing Schedule is a Multiple-Year Contract Schedule (base year and four (4) option years), and one Pricing Schedule is a Multi-Year Contract Schedule (five-year period).

(2) Offeror's shall provide contract line item pricing based on the unit price and total price for each line item in both Pricing Schedules.

(g) Subcontracting Plan. In accordance with Clause 3.6.1-4 incorporated by reference, a subcontracting plan shall be submitted by offerors who represent themselves as large businesses (per the small business size standard of 1,000 employees for NAICS code 336411) and plan to subcontract any portion of the work. Small business offerors are exempt from this requirement.

(h) **Volume I – Technical Proposal:** The Contractor's Technical Proposal **shall not be page limited. Typewritten pages, including attachments and resumes,** shall include the following information and be organized as follows:

**(1) Aircraft Requirements.**

(i) Aircraft Specifications. Offerors shall define the specifications of the aircraft they are offering. The proposed aircraft shall meet or exceed the specifications defined in Section 5.0 (5.01 through 5.07) of the SOW.

(ii) Aircraft Equipment. Offerors shall define the equipment of the aircraft they are offering. The proposed equipment shall meet or exceed the minimum requirements defined in Section 5.0 (5.1 through 5.7) of the SOW.

**(2) Maintenance Requirements.**

(i) Aircraft Maintenance. Offerors shall describe their understanding of and ability to meet or exceed the maintenance requirements defined in Section 7.0 of the SOW.

(ii) Aircraft Availability. Offerors shall describe their ability to meet or exceed the availability requirements defined in Sections 6.0, 9.0, and 10.0 of the SOW.

**(3) Past Performance and Experience.**

(i) Past Performance. Offerors shall provide information regarding their past and/or current performance capabilities in providing leased aircraft and maintenance support services. Information provided should be pertinent to the successful performance and management of similar aircraft leases and maintenance support services, with emphasis being placed on current performance or within the previous five years. The proposal should identify achievements, recognitions, and successes obtained in specific projects that are relevant to the SOW. Offerors shall provide at a minimum the following information for each contract/reference:

- Contract number
- Contract dollar value
- Start/end dates of contract
- Description of work performed
- Name, address, telephone number, and/or e-mail address of Government or industry officials having direct knowledge of the offeror's past or current performance

(ii) Experience. Offerors shall provide information regarding their past and/or current experience in providing leased aircraft and maintenance support services. Information provided should be pertinent to the performance and management of aircraft leases and maintenance support services for the specific aircraft defined in the SOW, with emphasis being placed on current experience or within the previous five years. Offerors shall provide at a minimum the following information for each contract/reference:

- Contract number
- Contract dollar value
- Start/end dates of contract
- Description of work performed
- Name, address, telephone number, and/or e-mail address of Government or industry officials having direct knowledge of the offeror's past or current experience

The Government intends to use the POCs as references to validate the accuracy of the past performance writeups.

**(4) Management Controls.**

(i) Management Organization. Offerors shall describe their proposed organizational structure as it relates to overall program and business management and management of the contract. Offerors shall describe their understanding of and ability to meet or exceed the requirements defined in Section 1.0 of the SOW and the contract performance and administration requirements as set forth in Sections F and G of this SIR.

(A) Organizational Structure. The proposal shall include organizational charts or other descriptive means to provide a clear understanding of the organizational structure, lines of management and communication, team members, and roles and responsibilities. If any portion of the work will be subcontracted, identify the subcontractors(s) or team members and their respective roles.

(B) Personnel/Staffing. Offerors shall provide a summary of corporate personnel resources relevant to this Project. Offerors shall provide a summary of proposed personnel skills, credentials, and experience. The offeror shall provide a brief description of the plan to staff the Project. The offeror shall provide resumes for all **key personnel**, to include the Program Manager.

(ii) Contractor Requirements. Offerors shall describe their understanding of and ability to meet or exceed the requirements defined in Section 4.0 of the SOW and the inspection and special contract requirements as set forth in Section E and H of this SIR.

(i) **Volume 2 – Cost/Price/Business Proposal**: The offeror's Cost/Price/Business Proposal **shall not be page limited**. At a minimum, the Cost/Prices/Business Proposal shall include the following information:

Signed Offer (Solicitation, Offer and Award Form, Section A)

Completed Pricing Schedules (Section B)

Completed Representations and Certifications, and Completed Business Declaration Form (Section K)

Authorized Individuals – The offeror shall provide the name, title, telephone number, fax number, and e-mail address for the individual designated as the central point of contact for this proposal.

Aviation Insurance – The name of the insurance company, the amounts of insurance coverage, the deductible amounts, and the types of insurance coverage (if applicable).

Assumptions – The offeror may describe any assumptions used to develop the proposed prices.

**(j) Subcontracting Plan:**

(1) If any portion of the work is to be subcontracted, large business offerors shall submit a separate Subcontracting Plan that describes the offeror's policies, plans, and procedures that will be used to encourage the award of subcontracts to small and/or small disadvantaged firms. If a large business offeror determines that the contract will not offer subcontracting possibilities, the large business offeror shall submit detailed reasons, rationale, and substantiation to support this determination in lieu of the Subcontracting Plan.

(2) The adequacy of the Subcontracting Plan shall be a consideration in the Contracting Officer's determination of the prospective offeror's responsibility.

(3) If the apparently successful offeror fails to submit a required Subcontracting Plan that is determined acceptable to the Contracting Officer, that offeror shall be considered ineligible for award of a contract.

(4) If after award of a contract the contractor fails to comply in good faith with the provisions of the Subcontracting Plan, the contractor shall be considered to be in material breach of the contract requirements.

**L.4 DISPOSITION OF UNSUCCESSFUL PROPOSALS**

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies.

**L.5 PROPOSAL ACCEPTANCE**

(a) Only one technical and cost proposal from each offeror shall be considered.

- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

**L.6 COST INFORMATION (JAN 1997)**

**CLA.0169**

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.

**L.7 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)**

**CLA.4533**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

**L.8 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)**

**CLA.4551**

- (a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.
- (b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.
- (c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.
- (d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.
- (e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.
- (f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.
- (g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

**3.2.4-1 Type of Contract (April 1996)**

The FAA contemplates award of a firm fixed-price type contract resulting from this Screening Information Request.

(End of provision)

**3.9.1-3 Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

- (a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

### 3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

**NOTICE:** The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1-1.

**3.1.7-4 Organizational Conflict of Interest SIR Provision (March 2006)**

**3.2.2.3-1 False Statements in Offers (July 2004)**

**3.2.2.3-6 Submittals in the English Language (July 2004)**

**3.2.2.3-7 Submittals in U.S. Currency (July 2004)**

**3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)**

**3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**

**3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)**

**3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**

**3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**

**3.2.2.3-17 Preparing Offers (July 2004)**

**3.2.2.3-18 Prospective Offeror's Requests for Explanations (July 2004)**

**3.2.2.3-19 Contract Award (July 2004)**

## **PART IV – SECTION M – EVALUATION FACTORS FOR AWARD**

### **M.1 SIR PROCESS OVERVIEW**

This SIR will solicit proposals on an unrestricted basis in regard to business size. Upon receipt of proposals and following initial screening for timeliness, completeness and accuracy, the remaining proposals will be assigned to the Government evaluation team for technical evaluation. Technical Proposals will be evaluated first by the Government evaluation team, with the Cost/Price/Business proposals being retained by the Contracting Officer in order that the evaluation of the Technical/Management proposals will not be influenced by knowledge of the related pricing information. An evaluated assessment will be made independently for each proposal of the technical/management merit presented by each proposal and the responsibility of each offeror.

Upon completion of the evaluation of the Technical Proposals, the Government evaluation team will evaluate the Cost/Price/Business proposals for cost realism and reasonableness and performance/proposal risk. The results of these evaluations will be forwarded to the Source Selection Official (SSO) to be considered for award. From those evaluated proposals, the SSO will select for award the proposal that represents the "best value" to the Government.

### **M.2 BASIS FOR AWARD**

The Government contemplates the award of a contract to the offeror whose proposal (conforming to this SIR/RFO) is the most advantageous and represents the best value to the Government. In determining which proposal represents the best overall value, the Government will consider technical merit factors, performance risk, proposal risk, cost realism and reasonableness, and price.

**Best Value Determination:** The Government will make an award to the responsible offeror whose offer conforms to the solicitation and provides the overall best value (See AMS Clause 3.2.2.3-19 (April 1996) Contract Award). In making this "best value" decision, the SSO will consider the results of the evaluation of proposals by the Government evaluation team in regard to technical merit factors, performance/proposal risk, cost realism and reasonableness, and total evaluated price. In determining which offeror represents the best overall value to the Government, price and other factors considered, the Government will consider technical merit factors and performance/proposal risk to be significantly more important than proposed price. The Government reserves the right to award to other than the lowest priced proposal. The best value selection decision will be made as further described in M.4.3.

### **M.3 INITIAL SCREENING PROCESS**

The Government will initially screen all proposals for responsiveness (timeliness, completeness and adequacy). Only those proposals determined to be responsive through the initial screening process will be forwarded to the evaluation team for further consideration.

**M.3.1 TIMELINESS** - No proposal or part thereof will be accepted for consideration following the closing period for this solicitation.

**M.3.2 COMPLETENESS** - Timely proposals will be reviewed for completeness. Each proposal package will be reviewed for the following:

- One (1) signed original proposal (complete Volume I and complete Volume II)
- Three (3) copies of proposal (complete Volume I and complete Volume II)

Incomplete proposals may not receive further consideration.

**M.3.3 ADEQUACY** - Complete proposals will be reviewed for adequacy, including proposal content and format as follows:

#### **Content:**

- Completed Technical Proposal (Volume I)
- Completed Cost/Price/Business Proposal (Volume II)
- Complete Subcontracting Plan (if applicable)

#### **Format:**

Graphics are limited to a minimum font size of 10. Elaborate presentation techniques, including color, are neither required nor desired. Excessive use of foldouts is discouraged.

For the purposes of adequacy review, missing proposal information component(s) identified above (i.e. cost proposal, resumes, etc.) and/or non-adherence to proposal format instructions, may be considered inadequate. Proposals found to be inadequate by the Contracting Officer may not receive further consideration.

#### **M.4. EVALUATION PROCESS**

All proposals remaining after the initial proposal screening process of M.3 will be evaluated, scored and analyzed as described in this part. Offerors are advised that their proposal must address all areas.

##### **M.4.1 EVALUATION CRITERIA**

**Technical Merit and Performance** – Each offeror's Technical Proposal will be evaluated using the following technical evaluation factors and sub-factors, which are listed in descending order of importance:

###### **Factor 1 – Aircraft Requirements.**

Sub-factor 1.1, Aircraft Specifications. Evaluation of the offeror's concept, knowledge, and understanding of the SIR requirements related to providing the aircraft that meet the Government's requirement.

Sub-factor 1.2, Aircraft Equipment. Evaluation of the offeror's concept, knowledge, and understanding of the SIR requirements related to providing the aircraft equipment that meets the Government's requirement.

###### **Factor 2 – Maintenance Requirements.**

Sub-factor 2.1, Aircraft Maintenance. Evaluation of the offeror's concept, knowledge, and understanding of the SIR requirements related to providing the aircraft maintenance that meets the Government's requirement.

Sub-factor 2.2, Aircraft Availability. Evaluation of the offeror's concept, knowledge, and understanding of the SIR requirements related to aircraft availability that meets the Government's requirement.

###### **Factor 3 – Past Performance and Experience.**

Sub-factor 3.1, Past Performance. Evaluation of the extent to which the offeror's historical performance in providing similar leased aircraft and maintenance support services supports its probability in successfully providing leased aircraft and perform maintenance support services of the requirement, magnitude, and complexity defined in this SIR.

Sub-factor 3.2, Experience. Evaluation of the offeror's experience in providing leased aircraft and maintenance support services specific to the requirement, magnitude, and complexity defined in this SIR.

###### **Factor 4 – Management Controls.**

Sub-factor 4.1, Management Organization, Organizational Structure, and Personnel. Evaluation of the comprehensiveness, appropriateness, efficiency, and effectiveness of the offeror's overall plan for management of the contract and contract performance. Evaluation of the offeror's proposed organizational structure, relationships, and interfaces with the Government and any subcontractors. Evaluation of the offeror's proposed staffing and key personnel and their skills, credentials, and experience.

Sub-factor 4.2, Contractor Requirements. Evaluation of the offeror's understanding of the SIR requirements relating to contractor-provided data, inspections, and other administrative contract requirements.

**Price** – The Government will confirm the accuracy of each offeror's total price calculation and assess the realism and reasonableness of the proposed costs for the unit prices in addition to assessing the total evaluated price for performing all services. The Government may make adjustments for any mathematical errors discovered in the price evaluation process. The total evaluated price will consist of the total of the Base Year period and Option Year periods One (1) through Four (4) for the Multiple-Year Contract Pricing Schedule. The total evaluated price for the Multi-Year Contract Pricing Schedule will consist of the total of the five (5) years.

**Note:** Any offeror whose proposal does not address all factors will be considered ineligible for award.

##### **M.4.2 EVALUATION PROCEDURES**

**Technical Proposal Evaluation** – Technical Proposals will be provided to the Government evaluation team, with the Cost/Price/Business proposals being retained by the Contracting Officer in order that the evaluation of the Technical Proposals will not be influenced by knowledge of the related pricing information. An evaluated assessment will be made independently for each proposal of the technical merit presented by each proposal, any risks identified, and the responsibility of each offeror.

The technical evaluation will be based on the technical factors stated in Section M.4.1 of this solicitation. In addition, the offeror must be capable of successfully performing the tasks identified in Section C and the SOW of the solicitation or will be subject to disqualification from consideration for award. In conducting the evaluation, the Government will use information contained in the proposal and may use information obtained from other sources. While the Government may elect to consider information obtained from other sources, the Government is under no obligation to do so; therefore, the burden is on the offeror to provide a complete and thorough proposal.

A numerical scoring system will be used for each technical evaluation factor, and the Government will identify strengths, weaknesses, and risks to determine the overall technical merit of each proposal.

**Cost/Price/Business Proposal Evaluation** – Upon completion of the evaluation of the Technical Proposals and provision to the Contracting Officer the evaluation results by the Government evaluation team, the Cost/Price/Business Proposals will be provided to the Government evaluation team for evaluation of each proposal for cost realism and reasonableness. Cost realism and reasonableness for this solicitation will be determined through a comparative evaluation of the unit prices using the Government's independent cost estimate, historical pricing, or other available sources.

The Government evaluation team will evaluate each of the two (2) Pricing Schedules submitted in each offeror's Cost/Price/Business Proposal. The evaluation will consider the unit pricing, the potential overall cost savings, and the perceived risks for each Pricing Schedule and the associated contract alternative (multi-year contract versus multiple-year contract). The Pricing Schedule presenting the best combination of lowest unit pricing, potential overall cost savings, and lowest perceived cost risk will be utilized for formation of the contract for contract award to the offeror providing the best value to the Government in accordance with the entirety of the best value selection criteria contained herein.

**Performance/Proposal Risk Assessment** – Risks identified by the Government evaluation team and/or the SSO during the evaluation of the proposals will generally be assessed as a performance risk and/or a proposal risk.

Performance risk assessment will result from the Government's level of confidence that the offeror will be able to successfully perform the contract requirements based on the offeror's past performance record.

Proposal risk assessment will result from the Government's confidence in the offeror's proposed approach and any proposal weaknesses identified therein that may result in the potential to cause disruption of schedule, increase in cost, or degradation of performance. This assessment will also include the level of effort by the contractor and the level of Government monitoring in order to minimize any difficulties during contract performance as identified through the Government's evaluation of the proposal.

**Discussions** – After evaluating written proposals, the Government may (or may not) conduct written or oral discussions with all, or a limited number of the offerors. The Government in the evaluation and best value decision may consider information obtained during discussions, whether or not it is reduced to written material.

**Note:** It is also very possible that discussions will not take place and award of the Contract will be made without discussions. Offerors should therefore submit their best technical and pricing proposals in the initial proposal.

#### **M.4.3 BEST VALUE SELECTION DECISION**

The SSO will select for contract award the offeror's proposal that in the judgment of the SSO provides the best value to the Government in consideration of the technical merit, performance and proposal risk, and price of the competing proposals. The Government reserves the right to award the contract to an offeror submitting other than the lowest priced proposal.

The evaluation results of the technical merit factors for the Technical Proposals and performance/proposal risk are of significantly more importance to price in determining the best value to the Government. A higher priced proposal may be selected for award where the technical merit value of the selected proposal is deemed by the SSO to be worth the price differential to the Government, or where a lower priced proposal is deemed by the SSO to present lower technical merit value and/or performance/proposal risk concerns in accomplishing the contract requirements successfully.

#### **M.5 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)**

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.



**NOTICE:** The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1-1.

**3.2.4-31 Evaluation of Options (April 1996)**